

RECORDATION NO. 21907 ^{-N} FILED

SEP 30 '11 3 05 PM

SURFACE TRANSPORTATION BOARD

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September 30, 2011

Ms Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W
Washington, D.C. 20423

Dear Ms Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Schedule No. 6, dated as of September 29, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document is a complete termination and relates to the Schedule 6 to Master Rail Equipment Lease Agreement previously filed with the Board under Recordation Number 21907-E.

The name and address of the party to the enclosed document are:

Lessor: SunTrust Equipment Finance & Leasing Corp
(successor to RBS Asset Finance, Inc. and
assignee of SunTrust Leasing Corporation
300 East Joppa Road
Suite 700
Towson, MD 21286

[Lessee: BASF Catalysts LLC (f/k/a Engelhard
Corporation)
101 Wood Avenue
Iselin, New Jersey 08830]

Ms. Cynthia T. Brown
September 30, 2011
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A description of the railroad equipment covered by the enclosed document is:

30 tank railcars within the series ENGX 15325 - ENGX 15376 as set forth in the schedule attached to the document.

A short summary of the document to appear in the index is:

Termination of Schedule No 6.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/bhs
Enclosures

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Exhibit C

Form of STB Discharge

SURFACE TRANSPORTATION BOARD

[Subject to Review by STB Counsel]

TERMINATION OF SCHEDULE NO. 6

This Termination of Schedule No. 6 (this "Termination") is dated as of the 29th day of September, 2011 by SUNTRUST LEASING CORPORATION., a k corporation having an address of .

Witnesseth That:

WHEREAS, BNY Capital Resources Corporation, a New York corporation ("BNY") and BASF Catalysts, LLC (f/k/a Engelhard Corporation), a Delaware limited liability company ("Lessee") are parties to that certain Master Rail Equipment Lease Agreement (Equipment Lease No. 2819001) dated as of September 17, 1998 (as amended, the "Master Lease"), which Master Lease is evidenced by a Memorandum of Lease Agreement recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on December 29, 1998, at 1:45P.M., and assigned Recordation Number 21907;

WHEREAS, pursuant to the Master Lease, BNY and the Lessee entered into that certain Schedule No. 6 dated as of August 1, 20

00 (together with any and all riders, addenda and exhibits attached thereto, and as amended, the "Schedule"), which Schedule incorporates by reference the terms and provisions of the Master Lease, but otherwise constitutes a separate agreement of lease (such Schedule as so incorporating by reference the terms and provisions of the Master Lease is referred to herein as, the "Lease"), and was recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on October 5, 2000, at 1:39pm under Recordation number 21907-E(a corrected transmittal letter was filed with the Surface Transportation Board on November 8, 2000, at 2:32pm under Recordation Number 21907-G);

WHEREAS, pursuant to certain assignment agreements between BNY and SunTrust Leasing Corporation ("SunTrust"), BNY assigned to SunTrust all of the right, title and interest of BNY in and to the Lease and the Equipment (as hereinafter defined);

WHEREAS, pursuant to the Lease, the Lessor has leased to Lessee the railroad equipment bearing the Reporting Marks/Running Numbers and Serial Numbers set forth on the Schedule A attached hereto and made a part hereof (the "Equipment").

NOW THEREFORE, the Lessor hereby executes this Termination in order to acknowledge and confirm that, as of the date of this Termination, the Lessor has terminated the Lease (excluding those liabilities, indemnities and obligations of the Lessee which expressly survive the termination of such Lease).

TERMINATION OF SCHEDULE NO. 6

This Termination of Schedule No. 6 (this "Termination") is dated as of the 29th day of September, 2011 by SUNTRUST LEASING CORPORATION., a k corporation having an address of .

Witnesseth That:

WHEREAS, BNY Capital Resources Corporation, a New York corporation ("BNY") and BASF Catalysts, LLC (f/k/a Engelhard Corporation), a Delaware limited liability company ("Lessee") are parties to that certain Master Rail Equipment Lease Agreement (Equipment Lease No. 2819001) dated as of September 17, 1998 (as amended, the "Master Lease"), which Master Lease is evidenced by a Memorandum of Lease Agreement recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on December 29, 1998, at 1:45P.M., and assigned Recordation Number 21907;

WHEREAS, pursuant to the Master Lease, BNY and the Lessee entered into that certain Schedule No. 6 dated as of August 1, 20

00 (together with any and all riders, addenda and exhibits attached thereto, and as amended, the "Schedule"), which Schedule incorporates by reference the terms and provisions of the Master Lease, but otherwise constitutes a separate agreement of lease (such Schedule as so incorporating by reference the terms and provisions of the Master Lease is referred to herein as, the "Lease"), and was recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on October 5, 2000, at 1:39pm under Recordation number 21907-E(a corrected transmittal letter was filed with the Surface Transportation Board on November 8, 2000, at 2:32pm under Recordation Number 21907-G);

WHEREAS, pursuant to certain assignment agreements between BNY and SunTrust Leasing Corporation ("SunTrust"), BNY assigned to SunTrust all of the right, title and interest of BNY in and to the Lease and the Equipment (as hereinafter defined);

WHEREAS, pursuant to the Lease, the Lessor has leased to Lessee the railroad equipment bearing the Reporting Marks/Running Numbers and Serial Numbers set forth on the Schedule A attached hereto and made a part hereof (the "Equipment").

NOW THEREFORE, the Lessor hereby executes this Termination in order to acknowledge and confirm that, as of the date of this Termination, the Lessor has terminated the Lease (excluding those liabilities, indemnities and obligations of the Lessee which expressly survive the termination of such Lease).

Notwithstanding anything contained in this Termination to the contrary, this Termination shall have no effect with respect to, and shall not otherwise cancel or terminate, the Master Lease or any other schedule entered into pursuant to the Master Lease.

SUNTRUST LEASING CORPOPRATION.,

a

(New York)


By: 

Name: Thomas E. Callow

Title: VP

STATE OF
COUNTY OF

In , on the 29th day of Sept., 2011, before me personally appeared Thomas E. Callow, a Vice President of SUNTRUST LEASING CORPOPRATION., to me known and known by me to be the person executing the foregoing instrument on behalf of said corporation, and he/she acknowledged said instrument by him/her executed to be his/her free act and deed and the free act and deed of said corporation.


Notary Public
My commission expires: 3/23/2014
[Notarial Seal]

JOAN M. TEMPLETON
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
MY COMMISSION EXPIRES MAR. 23, 2014

**Schedule A to Termination
of Schedule No. 6**

Schedule A

Description of Equipment

ENGX 015325
ENGX 015326
ENGX 015327
ENGX 015328
ENGX 015329
ENGX 015330
ENGX 015331
ENGX 015332
ENGX 015333
ENGX 015334
ENGX 015336
ENGX 015337
ENGX 015341
ENGX 015342
ENGX 015344
ENGX 015348
ENGX 015349
ENGX 015351
ENGX 015352
ENGX 015354
ENGX 015361
ENGX 015364
ENGX 015368
ENGX 015369
ENGX 015371
ENGX 015372
ENGX 015373
ENGX 015376

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated. 9-29-2011 Edward M. Luria
Edward M. Luria